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1. Introduction

This Service Level Agreement (SLA) is provided as a supplement to the Customer Service Agreement (CSA) we have with you. We may update this SLA by notifying you from time to time. This SLA sets out the service levels and compensation schemes for COLT LANLink Hub and Spoke services (the "Service").

2. Service Description

Terms used in this SLA are defined in the CSA, in the Terms of Definition section in this document and in the Service Description for COLT LANLink Hub and Spoke.

3. Service Delivery Guarantee

COLT's bandwidth services' provisioning lead-times are based on the target delivery lead-times in Table A.

Table A - Target Delivery Lead Times for Buildings connected to COLT Network

Service	Target Delivery Time
COLT LANLink Hub	20 working days
COLT LANLink Metro Spoke	20 working days
COLT LANLink National Spoke	25 working days
COLT LANLink International Spoke	30 working days

COLT Promised Date (CPD)

For COLT connected buildings, after placing an order, COLT will aim to confirm a promised date of delivery to you in writing within 5 Working Days. This date is referred to as the COLT Promised Date (CPD).

For non-connected buildings a feasibility study is required before a CPD can be set. In these cases COLT will aim to confirm the CPD within 10 working days of the order being placed. For some global sites where a third party tail provider is unable to guarantee provisioning dates, an Estimated Provision Date (EPD) will be provided, rather than a CPD.

Currently the COLT LANLink Hub and Spoke services can only be provided to on-net buildings.

If COLT does not provide Service to you by close of business on the CPD and COLT cannot demonstrate the delay to be caused by circumstances beyond its control, you will have the right to claim compensation as set out in Table B (the "Service Delivery Guarantee"). The Service Delivery Guarantee is not applicable in the following circumstances:

- a) There is power failure at the customer site
- b) Customer site equipment is faulty or incompatible with COLT's service as described in the respective bandwidth service's Service Description
- c) Where COLT or its agent is not granted access to the site
- d) Where order details are incorrect
- e) Where COLT is unable to contact the customer prior to delivery to confirm details
- f) Force Majeure situations (Force Majeure) applies when COLT is prevented or delayed in carrying out its duties or providing services, by circumstances or events beyond its control, as specified in the CSA.

Table B : Service Delivery Guarantee - Compensation as percentage of Site Installation Fee *

Working Days past CPD	Compensation
1 - 5	15% of Installation Fee
6 - 10	25% of Installation Fee
11 - 20	50% of Installation Fee
21+	100% of Installation Fee + Right to Cancel without Penalty

* Claims are subject to an upper limit of 25,000 Euros per claim

4. Fault Handling Guarantee Scheme

Faults may be reported via the local telephone numbers as set out in the Service user documentation provided after order completion, 24 hours a day, 365 days a year. The period when the Service was not available will be measured from the time such condition is reported by the Customer, and a "trouble ticket" is opened by COLT, to the point when COLT resolves the trouble ticket and informs the Customer that the Service is available.

The Customer shall be deemed to have been informed of service availability if COLT has unsuccessfully tried to contact the Customer.

The Target Time To Repair (TTTR) for Service-Affecting Faults for the various services covered under this SLA are detailed in Table C.

Table C: TTTR for Service-Affecting Faults

Service	ONnet
COLT LANLink Hub	4 Hours
COLT LANLink Metro Spoke	2 Hours
COLT LANLink National Spoke	4 Hours
COLT LANLink International Spoke	4 Hours

Repair times for Non-Service-Affecting Faults will be mutually agreed on a case-by-case basis. As a guideline, COLT will aim to repair faults of this nature within three Working Days. To ensure the effective management of faults COLT uses an automatic escalation process, details of which are available on request.

In the event that COLT fails to meet the above targets, you have the right to claim compensation as detailed in Table D unless the ability to repair a fault is outside control of COLT. For example:

- a) Power failure at the customer site
- b) Customer site equipment is faulty
- c) Where COLT or its approved agents are not granted access to the site
- d) The fault is due to the actions of the customer, employees or agents of the customer
- e) Unavailable time is as a result of planned network outage agreed with the customer
- f) Force Majeure conditions apply where COLT is prevented or delayed in carrying out its duties or providing services, by circumstances or events beyond its control (as specified in the Agreement with its customers)

Table D - Compensation scheme for a single link - TTTR

Hours past TTTR	% of Monthly Rental
0-3	5%
3-4	10%
4-6	15%
More than 6	20%

Chronic Fault Provision - On-net Services

If COLT fails to meet the stated TTTR for a particular service for 3 consecutive months, the customer shall have the right to cancel their order for that particular service without penalty.

5. Service Availability Guarantee

The end-to-end circuit availability calculation used is based on the recorded number of Service-Affecting Faults per circuit within the given Circuit Measurement Period (CMP) (please refer to Definition of Terms below for detailed calculation of CMP).

If the performance level falls below the levels stated in table E below you have the right to claim compensation. Table F details the amount to be claimed in the event of under-performance for each respective bandwidth service.

Availability is assessed per Service for each site and not as an entire network across all customer sites.

Table E covers service availability details for: COLT LANLink Hub and Spoke.

Table E - Service Availability Guarantee Targets

Service	Circuit Availability target p.a.
COLT LANLink Metro Spoke	99.95%
COLT LANLink National Spoke	99.95%
COLT LANLink International Spoke	99.95%

Table F - Service Availability Guarantee - Compensation

Circuit Availability at end of CMP	Compensation (% of Annual Rental)
0.5% below Availability Target	5%
1.0% below Availability Target	10%
1.5% below Availability Target	15%
2.0% below Availability Target	20%

Service will not be deemed to be unavailable for the purposes of this SLA if such unavailability arises from or is otherwise caused by:

- a) The Customer requesting COLT to test the Service and no failure in Service is detected or reported
- b) The Service being modified or altered in any way at the Customer's request in accordance with this Agreement
- c) Any suspension of the Service in accordance with the terms of the Agreement
- d) A failure or fault of the Customer equipment, power supplies or application, e.g. personal computers or software failures
- e) The failure of the Customer to give COLT reasonable access to COLT equipment and any part of the Service upon being requested to do so by COLT for the purposes of investigating and rectifying any failure
- f) The Customer failing to operate the Service in accordance with the terms of the CSA
- g) Customer induced or attributed failure or outage
- h) During any planned works or maintenance windows
- j) Acts or omissions of the customer, its employees, third parties or their employees or agents (not within the reasonable control of COLT)



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6. Upgrade / Downgrade process

The COLT LANLink Hub and Spoke service supports the upgrade and downgrade of spoke services within a reduced lead time subject to capacity being available. This process is applicable to any service ordered from July 2004 and entitles customers to request an upgrade or downgrade of bandwidth on a spoke service within 5 working days following CPD confirmation. If COLT is unable to complete the upgrade within this time due to capacity planning the standard lead time for the service will apply to the upgrade.

7. Submitting Claims

It is the customer's responsibility to submit a claim against the SLA, and all claims must be submitted in writing to the relevant COLT Account Executive assigned to the customer within 30 Working Days of the alleged failure.

Where there is a conflict of data produced by the customer and COLT with respect to a claim, data produced by COLT shall be binding.

Compensation is usually paid as a credit against future rentals.

COLT Service Delivery Guarantee

All claims must be submitted to the relevant COLT Account within 30 Working Days from the date from which the service is available for your use.

Fault Handling Guarantee Scheme

All claims must be submitted to the relevant COLT Account Executive within 30 Working Days from the date when the Fault Reference Number (FRN) is issued.

Circuit Availability Guarantee

All claims must be submitted to the relevant COLT Account Executive within 30 Working Days from the end of the Circuit Measurement Period.

Cancellation of Service

If applicable, all cancellation charges will be billed to the customer within 90 Working Days from the date on which we cease to provide service to you.

Processing Claims

The issue of a Credit Note will settle all valid claims. This can be used to offset charges on future bills. If at any time an account enters into credit, customers may request payment by cheque to reduce the account balance to zero. When the balance on the account is in debit, a cheque cannot be requested.

Payment of Claims

If an order is cancelled, or significantly modified (e.g. changes in address, delivery date, service, point of presence or presentation) prior to the COLT CPD, COLT reserves the right to claim reasonable costs incurred as a result of cancellation or modification. CPDs may be extended at your request by up to 3 months after ordering. Extensions longer than 3 months will require the order to be cancelled.

Where a customer installation involves the provision of a third party service, COLT reserves the right to claim costs incurred as a result of cancellation or modification by the customer.

If you cancel before the CPD the amount charged will be dependent on the number of days prior to CPD that the cancellation or modification is received from you. Table G details this charge.

Table G - Installation Charge payable upon cancellation of service

Number of Working Days before CPD	New site for COLT - Percentage of Installation Charge Payable	Existing site for COLT - Percentage of Installation Charge Payable
0-1	100%	100%
2-5	90%	75%
6-10	80%	50%
11-20	70%	25%
21-30	50%	0%
31-40	25%	0%
More than 40	0%	0%

Where installation charges are not payable or discounted, COLT reserves the right to claim reasonable costs incurred as a result of cancellation or modification on a case by case basis.

In all other circumstances, if you cancel you will be liable to pay all outstanding charges until the end of the Contract Period or as otherwise set out in product specific literature.

8. Customer Responsible Faults

In the event that a Service-Affecting or Non-Service-Affecting Fault is identified as being attributable to customer premises or equipment, customer power supplies, or the action of the customer, employees or agents of the customer, the fault shall be deemed the responsibility of the customer. Any downtime shall not be included in circuit availability and/or TTR measurements and does not qualify for rebates.

9. Maintenance Windows

In order to optimise the network and maintain its high performance COLT may need to arrange maintenance windows. To minimise the impact of these, we will try to schedule these outside of working hours at a time that is mutually convenient. When planned works are required, customers are normally notified 2 weeks (14 calendar

days) in advance. Where possible, planned works take place in a regular maintenance window between 14:00 to 15:00 GMT/BST on Sundays. In exceptional circumstances emergency work may have to be carried out. When this is required it is intended to give 72 hours notice for the emergency maintenance window. Planned work will not exceed 24 hours per year.

10. Definition of Terms

Circuit Availability

The time for which a COLT circuit is usable, expressed as a percentage of the total time in a given Circuit Measurement Period (CMP). A COLT circuit shall be deemed available for the purposes of calculating Circuit Availability if it is not usable due to an event of Force Majeure, a Customer Responsible Fault, a Third Party Attributable Fault or is due to a Planned Outage.

COLT operates a pro-active fault repair process, which is tracked by the trouble ticket system. Circuit availability is measured as:

$$\text{Availability} = (Tt - Dt) / Tt$$

Where: Tt = Total down time for the reference period

Dt = Cumulated down time during the reference period

The reference period is 1 year

Circuit Measurement Period (CMP)

This is twelve months from the date from which the service is available for your use and each subsequent anniversary. A measuring period lasts one year or 525,600 minutes.

Availability is calculated according to the following formula and rounded up one hundredth of a decimal point. Downtime is the sum of all repair times for a service during the measuring period.

$$\text{Service availability} = \frac{\text{Measuring period} - \text{Downtime}}{\text{Measuring period}} \times 100\%$$

COLT Promised Date (CPD)

The contractual date on which COLT agrees to provide the service tested and ready to use.

COLT Network

The physical telecommunications network operated and controlled by COLT Telecommunications up to and not including interconnection points with any other telecommunications networks.

Contract Period

The period of time over which a service is contracted to be provided.

Fault Reference Number (FRN)

The unique number issued when logging a fault with COLT.

Force Majeure

Where COLT is prevented or delayed in carrying out its duties through circumstances or events beyond its control as specified in the CSA.

Non-Service-Affecting Fault

A fault or condition which is not a Service-Affecting Fault.

Planned Outage

In maintaining the service provided, COLT may with reasonable notice require a temporary outage in service.

Wherever possible COLT will agree the outage with the customer at least 7 calendar days in advance of the required work. Any planned downtime shall not be included in fault or circuit reliability measurements.

Service-Affecting Fault (SAF)

Any failure of COLT transmission or terminating equipment which causes a material loss of signals in one or both transmission directions. In all such cases the circuit shall be deemed unavailable and the length of downtime recorded by COLT from when the fault is registered by the customer or COLT.

Target Time To Repair (TTR)

The target length of time from the issue of the FRN to repair a circuit and/or associated equipment.

Third Party Attributable Faults

In the event that a Service-Affecting or Non-Service-Affecting Fault is identified as being attributable to a third party (i.e. neither the customer nor COLT) downtime shall not be included in circuit availability measurements. Such faults do not qualify for rebates. COLT will try to rectify such Third Party Attributable Faults as soon as possible.

Usage Based Service

Variable cost services where the customer is charged, in arrears, for the time the service is used.

Working Day

Monday to Friday 8.30am to 5.30pm local time excluding public holidays.